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REQUIREMENTS AND PRICES**

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**ACRONYMS AS USED THROUGHOUT THIS  
CONTRACT ARE AS FOLLOWS:**

|      |  |
|------|--|
| ASM  | Aviation Safety Manager                        |
| ASO  | Aviation Safety Office                         |
| CFR  | Code of Federal Regulations                    |
| CO   | Contracting Officer                            |
| COR  | Contracting Officer's Representative           |
| COTR | Contracting Officer's Technical Representative |
| FAA  | Federal Aviation Administration                |
| FAR  | Federal Acquisition Regulations                |
| FTR  | Federal Travel Regulations                     |
| ICAO | International Civil Aviation Organization      |
| NBC  | National Business Center                       |
| NTSB | National Transportation Safety Board           |

**SECTION A  
REQUIREMENTS AND PRICES**

**SCHEDULE OF SUPPLIES/SERVICES**

**A1. Aircraft Requirement: Light Turbine and/or Reciprocating Engine Helicopters**

|  |  |
|--|--|
| <b>USER:</b><br><b>Bureau of Land Management</b>   | <b>ON CALL CONTRACT PERIOD:</b> December 1, 2005 -November 30, 2006<br>(365 calendar days) |
| <b>CREW REQUIREMENT FOR EACH AIRCRAFT:</b> Pilot-in-Command (PIC), Fuel Servicing Vehicle Driver   |  |
| <b>MINIMUM AIRCRAFT REQUIREMENTS</b>   |  |
| -Three Seats: One pilot seat and two passenger seats.  |  |
| -Helicopters provided must meet the minimum hover out of ground effect (HOGE) performance identified below in at least one of the categories by using the Government's Standard Interagency Load Calculation Method and Form and the Helicopter Fuel Consumption and Weight Reduction Chart included under Section B Exhibits along with the offered aircraft's applicable Hover Ceiling Charts, weight and balance report and equipment list that you provide). Calculation will be done using: |  |
| One pilot weighing 200 pounds, one passenger at 220 pounds, one survival kit at 25 pounds, and fuel for 1.9 hours of flight.   |  |
| Category 1. + 20 degrees C HOGE at 5,100 feet pressure altitude<br>Category 2. + 20 degrees C HOGE at 7,000 feet pressure altitude<br>NOTE: After award of contracts, a listing of aircraft by category will be prepared and made available to end users to assist them in identifying aircraft that may be appropriate for their mission based upon the actual location of the work to be done.   |  |
| Helicopters such as the Bell 47G3B-1 or 2, Bell 47 Soloy, Hiller UH12E or UH12ESoloy, BH-206BIII, MD-500, or equal should typically fulfill the above requirements; however, offerors should assure their specific helicopter is capable of meeting the above minimum requirements   |  |

**ATTENTION:** Offers may include multiple aircraft pricing for different makes and models of aircraft. The Government however reserves the right to accept and make award only for makes and models that are considered most suitable for fulfilling the work to be done. It is totally at the Government's discretion to determine aircraft make and model suitability and the number of aircraft needed to fulfill the expected program needs. Most wild horse/burro program needs are expected to be satisfied by use of a reciprocating engine and/or Soloy turbine type aircraft, which meet or exceed the minimum aircraft requirements shown above. We expect that awards will include some aircraft makes and models of aircraft that are a turbine engine, 3- and 4-passenger place aircraft, i.e., BH206BIII, MD500D.

|  |                                 |                 |   |
|--|---------------------------------|-----------------|---|
| <b>FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA</b> |                                 |                 |   |
| Contracting Officer will complete at time of award         |                                 |                 |   |
| Requested and Effective Date This Adjustment               |                                 | Type Aircraft   | <input type="checkbox"/> Jet Fuel <input type="checkbox"/> Av Gas |
| Fuel Source Location                                       |                                 |                 |   |
| Base Price   |                                 | Reference Price |   |
| Effective Date   | <b>11/23/05</b>                 | Effective Date  |   |
| Source Document  |                                 | Source Document |   |
| Difference   | \$      X   consumption rate of | Increase Due    |   |
| Old Flight Rate  |                                 | New Flight Rate |   |
| Re-established Base Price                                  |                                 | Effective Date  |   |

**SECTION A  
REQUIREMENTS AND PRICES**

COPY THIS PAGE AND COMPLETE A SEPARATE PAGE FOR AIRCRAFT MAKE/MODELS THAT ARE DIFFERENT  
– YOU MAY IDENTIFY MULTIPLE AIRCRAFT ON THIS PAGE FOR THE SAME MAKE/MODEL, LOCATION AND PRICE –

**COMPLETE SHADED AREAS**

|   |   |               |
|---|---|---------------|
| CONTRACTOR NAME   | SEE WHB CONTRACTOR LISTING FOR CONTRACTOR INFORMATION |               |
| CONTRACTOR'S OPERATING<br>BASE/LOCATION<br>(Identify one location only) |   |               |
| AIRCRAFT MAKE AND MODEL   | FAA REGISTRATION 'N' NUMBER                           | SERIAL NUMBER |
|   |   |               |
| SAME AS ABOVE   |   |               |
| SAME AS ABOVE   |   |               |

| ITEM  | DESCRIPTION   | PAY<br>ITEM<br>CODE | INITIAL YEAR<br>12/1/05 - 11/30/06 | 1 <sup>ST</sup> OPTION<br>12/1/06 – 11/30/07 | 2 <sup>ND</sup> OPTION<br>12/1/07 - 11/30/08 |
|-------|---|---------------------|------------------------------------|--|--|
| 1. a. | Hourly helicopter flight rate for projects – to include fuel vehicle & driver       | FT                  | \$                                 | \$   | \$ 745                                       |
| 1.b.  | Hourly helicopter ferry rate for mobilization & demobilization to and from projects | FY                  | \$                                 | \$   | \$   |
| 1.c.  | Helicopter Trailering Lump Sum Amount (see C16.5.4)                                 | SC                  | \$                                 | \$   | \$ N/A                                       |

| 1. | ADDITIONAL PAY ITEMS   | PAY<br>ITEM<br>CODE | CLAUSE<br>REFERENCE | UNIT      | UNIT PRICE       |         |
|----|--|---------------------|---------------------|-----------|------------------|---------|
| d. | Extended Standby – Pilot   | EP                  | C15.5.3/C16.1.2     | HOUR      | \$ 45.00         |         |
| e. | Extended Standby – Fuel Vehicle Driver   | ET                  | C15.5.3/C16.1.2     | HOUR      | \$ 22.00         |         |
| f. | Subsistence Allowance  | PD                  | C16.5.1             | OVERNIGHT | Per FTR Schedule |         |
| g. | Fuel Servicing Vehicle Mileage Project Rate (based upon truck capacity ordered & provided)   | SM                  | C16.5.2             | MILE      | 0-349 GAL        | \$ .95  |
|    |  |                     |                     |           | 350-749 GAL      | \$ 1.40 |
|    |  |                     |                     |           | 750-1,499 GAL    | \$ 2.00 |
| h. | Helicopter Trailering Mileage Rate (based upon truck capacity ordered & provided - trailering mileage rate is in lieu of the fuel servicing vehicle mileage rates shown in 1.g. above for projects but is in addition to 1.c. above) | TM                  | C16.5.4             | MILE      | 0-349 GAL        | \$ 1.95 |
|    |  |                     |                     |           | 350-749 GAL      | \$ 2.40 |
|    |  |                     |                     |           | 750-1,499 GAL    | \$ 3.00 |
| i. | Miscellaneous Use Items  | SC                  | C16.5.5             | EACH      | Actual Cost      |         |
| j. | Second Pilot for Training Purposes   | SC                  | C16.5.6             | DAILY     | \$ 350.00        |         |

NOTE: Unit prices offered for flight hours and helicopter trailering lump sum amounts above shall be submitted in whole dollars (see D2.3.2). If adjustments to these unit prices are made during the life of the contract, it will also result in the rates being adjusted to a whole dollar as follows: amounts with 50 cents or less will be rounded down and amounts with 51 cents or more will be rounded up. (i.e. \$603.42 will be rounded down to \$603.00 and \$603.53 would be rounded up to \$604.00)

## **B1. GENERAL REQUIREMENTS**

### **B1.1 Scope of Contract**

B1.1.1 The purpose of this contract is to obtain and utilize helicopter on-call flight services to support transportation of personnel and/or cargo in support of natural resource missions in support of wild horse and burro (WHB) program support along with other administrative and related activities as directed by the Government. Specific flights may be for census (recon, paintball and darting), capture (drive/rope-trapping) and to support other WHB administrative activities.

B1.1.2 The primary user of this contract is expected to be the Bureau of Land Management (BLM). The Contracting Officer (CO) may determine this contract to be appropriate to support other users accomplishing similar type programs as identified above. Such use will be as set forth by modification or specific CO authorization to the contract.

Fulfillment of these programs can only be accomplished through the establishment of an effective working relationship between the Government and the Contractor.

Employees of the Contractor are an integral element to ensure mission accomplishment. The Contractor's employees' cooperation, professionalism, and positive attitude towards accomplishment of the mission and aviation safety are essential to establish the necessary relationship that must exist to successfully complete this contract.

B1.1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders; and may dispatch aircraft under this contract for such cooperative use.

### **B1.2 Certification**

The Contractor shall hold a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. Furthermore, their Operations Specifications shall authorize operation of the category and class of aircraft and conditions of flight required under this contract (e.g., rotorcraft, VFR day/night, passengers, and cargo).

B1.2.1 Aircraft used on this contract shall be operated and maintained under the provisions of Title 14 of the Code of Federal Regulations (CFR) Part 135. These aircraft shall be carried on the list required by 14 CFR Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate.

B1.2.2 The Contractor shall be certificated under 14 CFR Part 133, "Rotorcraft External Load Operations." This certificate shall authorize Class A and B loads as a minimum.

B1.2.3 The aircraft offered for this contract shall have a Standard Airworthiness Certificate. The installation of any equipment required by this contract must be FAA approved.

### **B1.3 Order of Precedence (Specifications)**

In the event of inconsistencies within the technical specification, the following order shall be used in such resolution: (i) typed provisions of these specifications; (ii) DOI AM supplements and/or attachments incorporated by reference; (iii) 14 CFR incorporated by reference; (iv) aircraft manufacturer's specifications; (v) other documents incorporated by reference.

### **B1.4 Contracts**

The Contractor shall maintain a copy of the contract and all modifications in each contract aircraft throughout performance.

## **B2. OPERATIONS**

### **B2.1 Contractor's Operating Base/Reporting and Release Base**

All equipment and personnel required under this contract shall be delivered (report) to, and shall be removed (released) from locations as identified by individual Government orders for service.

B2.1.1 The primary areas of operation for BLM wild horse/burro support are within the eleven western United States.

B2.1.2 When operating away from the Contractor's identified operating base/location, additional allowances specified elsewhere in this contract may apply under such circumstances.

### **B2.2 Security of Aircraft and Equipment**

B2.2.1 The Contractor is responsible for the security of their aircraft, vehicles, and associated equipment used in support of this contract.

B2.2.2 Aircraft Physical Security. Any aircraft used under this contract will be physically secured and disabled via a dual-lock method whenever the aircraft is

unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, are acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B2.2.2.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft and must be installed in a manner which precludes its inadvertent interference with in-flight operations.

B2.2.2.2 Examples of Acceptable Locking Devices & Methods are identified below. Utilization of other means of securing or disabling an aircraft is acceptable provided it achieves a level of security equal to or greater than the following example methods.

Keyed Magneto  
Keyed Starter Switch  
Keyed Master Power Switch  
Hidden Battery Cutoff Switches  
Hidden Start Relay Switches  
Throttle/Power Lever Lock  
Mixture/Fuel Lever Lock  
Locking Fuel Cutoff  
Locking Tiedown Cable

Examples of unacceptable locking devices and methods:

Locking aircraft doors  
Fenced or gated parking area

### **B2.3 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B1.2 unless otherwise authorized by the CO.

B2.3.1 **Manifesting.** The pilot-in-command shall ensure that a manifest of all crewmembers and passengers on board has been completed. A copy of this manifest shall remain at the point of initial departure. Manifest changes will be left at subsequent points of departure when practical. In those instances where multiple short flights will be made in a specific geographical area, which involves frequent changes of passengers, a single manifest of all passengers involved may be left with an appropriate person to preclude unreasonable administrative burden.

B2.3.2 **Passenger briefing.** Before each takeoff, the pilot-in-command shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR Part 135. In those instances where short flights are made, the briefing does not need to be repeated unless new passengers come aboard. Additionally, the briefing should include location/use of the following:

- a. Emergency locator transmitter (ELT).
- b. First aid/ survival kits.
- c. Personal protective equipment.

B2.3.3 **Dual controls.** Except while operating under conditions as provided by B3.2.2 and during inspections, dual controls shall be removed or deactivated prior to contract performance. The pilot shall brief passengers to remain clear of the flight controls at all times.

B2.3.4 **Toe-in, single-skid, step-out landings.** These types of landings are prohibited due to their hazardous nature.

B2.3.5 **Day/night use.** Helicopters shall be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset.

B2.3.6 **Flight plans.** Pilots shall file and operate on an FAA, ICAO, or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.

B2.3.7 **Flight following.** Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved flight following procedures. Check-in intervals shall not exceed one-hour intervals under normal circumstances.

B2.3.8 **Flights with doors open or removed.** When requested by the Government, the aircraft shall be capable of flights with any door(s) removed or opened (sliding doors) as appropriate for the aircraft make/model. The aircraft external registration number shall be displayed in such a manner as not to be compromised by this requirement. The Contractor's representatives are responsible for removal and security of the doors, however, if the pilot requests assistance from the Government, the Contractor will ensure Government personnel have been adequately briefed and trained on appropriate removal and storage of doors.

B2.3.9 There shall be no smoking in the aircraft.

B2.3.10 Pilot shall remain at flight controls while rotors are turning.

B2.3.11 Government personnel will be utilized to accomplish actual paint balling or darting that is required. The Contractor does not need to provide additional personnel to accomplish the shooting for these projects.

#### **B2.4 Personal Protective Equipment for Flight Operations**

The following personal protective equipment shall be furnished by the Contractor, be operable, and maintained in good repair, while used under this contract:

B2.4.1 Contractor personnel shall wear a flight helmet consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass must cover the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet shall be equipped with a chinstrap and shall be appropriately adjusted for proper fit. Flight helmets for helicopter usage must conform to a national certifying agency standard, such as DOT, Snell, SFI, or an appropriate military standard and be compatible with required avionics. "Shorty" (David Clark style) helmets are not approved.

B2.4.1.1 Flight helmets currently meeting this requirement are known to include the SPH-4, SPH-5, HGU-56, and HGU-84. Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

B2.4.2 Contractor personnel shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots shall wear boots made of all-leather uppers that come above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves shall overlap to prevent exposure to flash burns. (Clothing not containing labels identifying the material either by brand name or mil-spec will not be acceptable).

#### **B2.4.3 Personal protective equipment for ground operations.**

B2.4.3.1 While within the safety circle of an operating helicopter, all personnel will wear the following PPE:

B2.4.3.1.1 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hard hat or flight helmet with chin strap fastened, hearing protection, and eye protection .

**Note:** Maintenance personnel working on a running aircraft are exempt from glove and hardhat requirements.

B2.4.3.2 In addition, fuel service vehicle operators will wear non-static, (example cotton/natural fiber) clothing and gloves.

#### **B2.5 Exemption for Transportation of Hazardous Materials**

The Contractor may be required to transport hazardous materials. Such transportation shall be in accordance with 49 CFR, Department of Transportation (DOT) exemption DOT-E-9198, and the *Interagency Aviation Transport of Hazardous Materials U.S. Department of the Interior Handbook*. A copy of the current exemption, DOI handbook, and *DOT Emergency Response Guidebook* (ERG) must be carried aboard each aircraft transporting hazardous materials. It is the Contractor's responsibility to ensure that each employee that may perform a function subject to this DOT exemption receives required training.

The required training is only satisfied by completing the Interagency Aviation Training module A110: Aviation Transportation of Hazardous Materials. The training can be completed online at <<http://www.iat.gov>>. Documentation of this training shall be retained in the employee's records and be made available to the Government when requested.

Note: The DOT exemption and the DOI handbook are available online at <<http://www.oas.gov>>. The Contractor is responsible for obtaining the *DOT Emergency Response Guidebook*.

#### **B2.6 Pilot Authority and Responsibility**

The pilot is responsible for operating the aircraft within its operating limits, safety of the aircraft, its occupants, and cargo. The pilot shall comply with the directions of the Government, except, when in the pilot's judgment such compliance will be a violation of applicable Federal or State regulations or contract provisions. The pilot shall refuse any flight or landing which the pilot considers hazardous or unsafe.

B2.6.1 The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his authorized representative.

B2.6.2 Pilots are responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity does not exceed the aircraft's limitations. Pilots are responsible for the proper securing of all cargo. When required by the Government, the pilot shall utilize the Standard Interagency Load Calculation

Method and its forms. A sample of the form is included as Exhibit B1 to this section.

B2.6.3 The pilot, under the terms of this contract, may perform preventive and emergency maintenance in accordance with their company's operations specifications.

B2.6.4 Any assigned pilot on this contract may function as a mechanic when the aircraft is not available due to required maintenance, provided the following requirements are met:

B2.6.4.1 A pilot who functions as a mechanic under this contract shall as a minimum be the holder of a valid FAA mechanic certificate with airframe and power plant rating.

B2.6.4.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. In addition, all time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B2.6.4.3 A pilot functioning as a mechanic shall not accomplish scheduled maintenance such as 50- and 100-hour inspections.

B2.6.5 All maintenance performed by the pilot will be recorded in accordance with paragraph B5.3.1.

### **B2.7 Substitution of Aircraft, Equipment, or Personnel**

The Contractor may substitute aircraft, equipment, or personnel during performance of the contract provided each substitution is inspected and accepted in accordance with section C, "Inspection of Substitute Personnel, Aircraft, or Equipment," prior to any use.

## **B3. PERSONNEL REQUIREMENTS**

### **B3.1 General**

The Contractor shall as a minimum at any time during the contract period have one pilot-in-command (PIC) and one fuel servicing vehicle driver available and approved that meet the requirements specified herein.

B3.1.1 Personnel Duty Limitations. The Government may remove any Contractor personnel for fatigue or other causes before reaching their daily duty or flight limitations.

### **B3.2 Second (Trainee) Pilot**

The Contractor may utilize and fly with a second (trainee) pilot for the purpose of training the second pilot in capture techniques in order that the pilot can acquire the special pilot flight hour requirements, knowledge, skills, and abilities identified in Exhibit B3. The second pilot shall meet all minimum qualifications set forth in Exhibit B3 except for the requirements specified under the pilot-in-command special flight time, experience, certifications, knowledge, skills and abilities identified under parts Q through V. The second pilot will be inspected and approved by the COTR prior to being used. Use of a second (trainee) pilot shall be requested in advance of the flight by the Contractor and approved by the BLM local project individual. **No passengers will be aboard the aircraft during flights when a second (trainee) pilot is being trained.** See Section C for payment.

### **B3.3 Pilot Qualifications**

Pilots shall possess as a minimum, the qualifications, minimum and special flight time experience, certifications, knowledge, skills and abilities listed in Exhibit B3 at the time of inspection.

### **B3.4 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind shall not exceed 14 hours in any 24-hour period. Duty includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty and flight hour limitations:

B3.4.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B3.4.1.1 Pilots shall be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B3.4.1.2 The pilot shall be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B3.4.2 Flight limitations. All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight time and duty time limitations. Flight time to and from a duty station as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other



## **SECTION B**

### **TECHNICAL REQUIREMENTS**

flight time of a commercial nature whether compensated or not. Pilot flight time computation shall begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft. Flight crewmembers will be limited to the following flight hour limitations, which shall fall within their duty hour limitations:

B3.4.2.1. A maximum of 8 hours flight time during any assigned duty period.

B3.4.2.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following one calendar day off duty for rest, after which a new 6-day cycle will begin.

#### **B3.5 Mechanic Requirement**

A mechanic is not required to remain at the base of operations. The Contractor shall determine the need for a mechanic to service and/or inspect the aircraft. All maintenance, including inspection, rebuilding, alteration, and installation shall be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43 unless otherwise provided in this contract

#### **B3.6 Mechanic Qualifications**

B3.6.1 The mechanic must have a valid FAA mechanic certificate with airframe and power plant ratings, and must have held the certificate or foreign equivalent certificate with both ratings for a period of 24 months. The mechanic must have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the last 24 months immediately preceding the start date of the contract.

B3.6.2 The mechanic shall have 12 months experience as an A&P or foreign equivalent certificate in maintaining helicopters (3 months must have been in the last 2 years).

B3.6.3 The mechanic must also show evidence of maintaining a helicopter of the same make and model as offered under "field" conditions for at least one (1) full season. (Three consecutive months maintaining the helicopter away from Contractor's base of operations with minimal supervision will meet this requirement.)

B3.6.4 Mechanics must have satisfactorily completed a manufacturer's maintenance course or an equivalent FS- or DOI AM-approved Contractor's training program for the make and model of helicopter offered or, show evidence that he/she has 12 months maintenance

experience on a Helicopter of the same make and model offered.

B3.6.5 The Contractor may enter into an agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth above. Details of the agreement shall be clarified with the CO.

B3.6.6 The mechanic shall be available to maintain the aircraft in airworthy condition. The mechanic shall be provided by the Contractor and shall be in addition to the pilot(s).

B3.6.7 When the mechanic is serving as the fuel servicing vehicle driver, the more stringent duty limitations shall apply.

#### **B3.7 Mechanic Duty Limitations**

Mechanics shall not exceed the following duty time limitations:

B3.7.1 Within any 24-hour period, mechanics shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time.

B3.7.2 Mechanics will have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B3.7.3 Duty time includes availability and work or alert status at any job site for which a mechanic is compensated; or any other time of a commercial nature whether compensated or not.

B3.7.4 The mechanic will be responsible for keeping the Government apprised of his/her duty limitation status.

B3.7.5 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

#### **B3.8 Fuel Servicing Vehicle Driver Requirement and Qualifications**

The Contractor shall furnish a fuel servicing vehicle driver for each day the aircraft is required to be available. The fuel servicing vehicle driver must meet all Department of Transportation requirements for fuel vehicle drivers.

### **B3.9 Fuel Servicing Vehicle Driver Duty Limitations**

B3.9.1 Fuel servicing vehicle drivers shall comply with Department of Transportation (DOT) Safety Regulations 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B3.9.2 The fuel servicing vehicle driver shall have a minimum of 2 full calendar days of rest (off duty) during any 14-day period. Off duty days need not be consecutive.

B3.9.3 The fuel servicing vehicle driver will be responsible for keeping the Government apprised of his/her duty limitation status.

B3.9.4 Relief or substitute fuel servicing vehicle drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

### **B4. AIRCRAFT EQUIPMENT REQUIREMENTS**

All aircraft equipment and avionics shall be operational during flight operations occurring under this contract.

#### **B4.1 Condition of Equipment**

Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except where specified by the manufacturer.

B4.1.1 All windows and windshields must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility. Repairs, such as a safety wire lacing and stop drilling of cracks, are not acceptable as permanent repairs. Prior to acceptance, all temporary repaired windows and windshields shall have permanent repairs completed or shall be replaced.

B4.1.2 The aircraft interior shall be clean and neat. There shall be no un-repaired tears, rips, or other damage to the interior. The exterior finish, including the paint, shall be clean, neat, and in good condition. Any corrosion shall be within manufacturer or FAA acceptable limits.

B4.1.3 Military or other low visibility paint schemes are unacceptable. Other variations may be approved by the CO.

B4.1.4 Lap belt and shoulder harness condition. The following items are not acceptable:

#### **1. Webbing**

- a. Frayed webbing: 5 percent or more
- b. Torn webbing
- c. Crushed webbing
- d. Swelling: twice the thickness of original web, or if difficult to operate through hardware
- e. Creased webbing: no structural damage allowed
- f. Sun deterioration: severe fading, brittleness, discoloration, and stiffness

#### **2. Hardware**

- a. Inoperable buckle
- b. Other inoperative hardware
- c. Nylon bushing at shoulder harness-to-lap belt connection missing or damaged
- d. Fabricated bushings or tie wraps used as bushings
- e. Rust/corrosion: only minor surface rust/corrosion allowed
- f. Wear: wear beyond normal use

#### **3. Stitches**

- a. Broken or missing stitches
- b. Severe fading or discoloring
- c. Inconsistent stitch pattern

#### **4. TSO Tags (see FAR 21.607)**

- a. Missing
- b. Illegible

#### **5. Age**

- a. Belts/fabric over 10 years from date of manufacture require close inspection because of the elements they are exposed to, but do not have to be replaced if it can be determined they are in serviceable condition.

#### **B4.2 Aircraft Equipment Requirements**

Any aircraft utilized under this contract shall be equipped with the equipment items listed in Exhibit B4.

#### **B4.3 Aircraft Avionics Requirements**

Any aircraft utilized under this contract shall be equipped with the avionics listed in Exhibit B5.

### **B5. MAINTENANCE REQUIREMENTS**

#### **B5.1 General**

The aircraft shall be operated and maintained in accordance with the manufacturer's specifications and applicable FARs.

#### **B5.2 Maintenance**

## SECTION B TECHNICAL REQUIREMENTS

Aircraft shall be maintained in accordance with the Contractor's 14 CFR Part 135 certificate.

B5.2.1 All maintenance, including inspection, rebuilding, alteration, and installation shall be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B5.2.2 The Contractor's maintenance organization shall be capable of providing field maintenance support for each aircraft during extended periods of heavy use. The Contractor may have arrangements with other appropriately rated facilities to perform maintenance when done in accordance with 14 CFR Part 135.427.

B5.2.3 A mechanic (other than the pilot), meeting the contract qualifications shall inspect the helicopters in accordance with 14 CFR Part 135.425 and the procedures outlined in the operators approved/accepted maintenance program. A record of this inspection shall be entered in the aircraft maintenance records in accordance with 14 CFR Part 43.9. Such entry shall also include the aircraft time in service.

### **B5.3 Preventive Maintenance**

B5.3.1 The pilot, under the terms of this contract, may perform preventive maintenance or emergency field maintenance when properly certificated in accordance with 14 CFR Part 43.3(h). All maintenance performed will be recorded in accordance with 14 CFR Part 43.9.

B5.3.2 Routine maintenance shall be performed before or after the daily use or as approved by the CO.

### **B5.4 Maintenance Test Flight**

B5.4.1 A functional maintenance check flight shall be performed, at the Contractor's expense, following installation, overhaul, major repair, replacement of any engine, power train, rotor system, flight control system, or when requested by the CO. This shall be accomplished before the aircraft resumes service under the contract. The pilot shall enter the result of this check flight in the aircraft records.

B5.4.2 The Contractor shall immediately notify the CO or COTR of any change to any engine, power train, flight control or major airframe component, or of any major repair following an incident or accident, including the circumstances involved.

### **B5.5 Time Between Overhaul (TBO) And Life Limited Parts**

B5.5.1 All components, including engines, shall be replaced upon reaching the factory recommended TBO or FAA-approved extension. Life limited parts shall be replaced at the specified time in service hours or cycles.

B5.5.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided, (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased), and (2) the Contractor operates in accordance with the extension authorization.

B5.5.3 The Contractor shall supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list shall include the components name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

### **B5.6 Airworthiness Directives (ADs) and Manufacturer's Mandatory Service Bulletins (MMSBs)**

B5.6.1 All applicable FAA ADs and required MMSBs shall be complied with prior to the performance of this contract. A list of FAA ADs and required MMSBs on the make and model of aircraft offered shall be made available. The list will be similar to that in Advisory Circular AC 43-9C. Signature of persons verifying accuracy of the list is required. All applicable ADs and required MMSBs issued during the contract shall be complied with.

### **B5.7 Weight and Balance**

B5.7.1 The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B5.7.2 All weighing of aircraft shall be performed on scales that have been certified as accurate within the proceeding 24 calendar months. The certifying agency may be any accredited weights and measures laboratory.

B5.7.3 A list of equipment installed in the aircraft at the time of weighing must be compiled. The equipment list will include the name of each item installed. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) shall also be listed including the name, the weight and arm of each item. Each page of the equipment list must identify the specific aircraft

by at least serial number or registration number of the aircraft. Each page of the equipment list will be dated indicating the last date of weighing or computation. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

### **B5.8 Manuals/Records**

B5.8.1 The Contractor shall ensure that all maintenance performed on contract aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR Parts 43 and 91 (Reference 14 CFR Parts 43.9, 43.11, and 91.417).

B5.8.2 A copy of the contract aircraft's current maintenance record, containing as a minimum the information required by 14 CFR Part 91.417 shall be kept at the designated base of operations.

B5.8.3 If requested by the Government, a copy of the Contractor's procedures manuals, as outlined in 14 CFR Part 135.21, shall be furnished to the CO. Revisions made during the period of this contract shall be forwarded to the CO.

B5.8.4 Before the start date of the contract, all maintenance deficiencies shall be corrected or deferred in accordance with the operator's Accepted/Approved Maintenance Program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. Those deficiencies occurring during performance under the contract shall be corrected in accordance with the appropriate FARs or the Approved Maintenance Program.

### **B5.9 Turbine Engine Power Assurance Checks**

The first day of operation and no more than each ten hours of operation thereafter, a power assurance check shall be performed. The power assurance check shall be accomplished in accordance with the helicopter flight manual (pilots operating handbook) or approved company performance monitoring program. The results shall be recorded and kept in the helicopter or at the designated base. Engines with power output below minimum approved limits shall be removed from contract use until the cause of the low power condition is corrected.

## **B6. FUEL AND SERVICING REQUIREMENTS**

### **B6.1 General**

B6.1.1 The Contractor shall supply all aircraft fuel and lubricating oils to be used by the aircraft during the contract period.

B6.1.2 All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use: ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910 or Mil T-910 (grade 80, 100, or 100LL).

B6.1.3 Contractors obtaining bulk fuel directly from distributors shall determine that fuel delivered to the contractor's vehicle or storage tanks meets the specifications of paragraph B6.1.2. The current fuel delivery ticket shall be kept with the fuel servicing vehicle.

B6.1.4 Fueling operations, including storage and handling shall comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. The contractor shall have a fuel quality assurance program. The National Fire Protection Association fuel-handling handbook shall be used as a guide, except that no passengers shall be on board the aircraft during fueling operations. Copies of *NFPA Manual 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. Maintenance and security of fuel storage and fueling facilities is the Contractor's responsibility.

B6.1.5 If storage facilities contain more than 1,320 gallons total or any one container contains more than 660 gallons, the regulations of the EPA shall apply (40 CFR Part 112).

B6.1.6 Fuel shall pass through a filtering system as outlined in Exhibit B6, part C in accordance with the filter manufacturer's recommendations.

### **B6.2 Fuel Servicing Vehicle Requirements**

Any fuel servicing vehicle utilized under this contract shall be equipped with the items listed in Exhibit B6.

### **B6.3 Fuel Servicing Vehicle: Operations**

B6.3.1 The Contractor must be capable of rapid refueling their helicopter during performance of this contract, and shall have an FAA-approved program for rapid refueling of helicopters as directed by 14 CFR 135.23. When ordered by the Government and the pilot agrees, rapid refueling of helicopters is permitted by this contract when done in accordance with *NFPA Manual 407*, chapter 5, section 21. Notwithstanding NFPA 407 5-21.2(b)\*,

Government personnel may not be on board the aircraft during refueling operations under this contract.

B6.3.2 Government personnel shall not be involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B6.3.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

## **B7. HELICOPTER TRAILERING**

Required only for Contractor's proposing to trailer their helicopters.

B7.1 A helicopter trailer may be used to transport the helicopter to the work site. The trailer shall be designed to provide support/storage racks for the main rotor blades in such a manner that no loads are imposed on the transmission during transit. Upon removal of the helicopter from the trailer and prior to flight, the helicopter will be inspected.

B7.1.1 If the blades have been removed, then the inspection and reinstallation of the blades is a maintenance function and shall be performed by an appropriately certified FAA mechanic and an appropriate logbook entry shall be made.

## **B8. EXHIBITS**

The following exhibits are attached and made part of this contract.

Exhibit B1, Standard Interagency Load Calculation Form

Exhibit B2, Helicopter Fuel Consumption and Weight Reduction Chart

Exhibit B3, Pilot Qualifications

Exhibit B4, Aircraft Equipment Requirements

Exhibit B5, Avionics Requirements

Exhibit B6, Fuel Servicing Vehicle Requirements

Exhibit B7, Helicopter Like Makes and Models

Exhibit B8, First Aid and Survival Kits

Exhibit B9, Acceptable Paint Schemes

**EXHIBIT B1**  
**STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM**

|  |                  |                               |               |
|--|------------------|-------------------------------|---------------|
| <b>INTERAGENCY HELICOPTER</b><br><b>LOAD CALCULATION</b><br>OAS-67/FS 5700 (11/03)   |                  | <b>MODEL</b><br><br><b>N#</b> |               |
| <b>PILOT(S)</b>  |                  | <b>DATE</b>                   |               |
| <b>MISSION</b>   |                  | <b>TIME</b>                   |               |
| 1 <b>DEPARTURE</b>   |                  | <b>PA</b>                     | <b>OAT</b>    |
| 2 <b>DESTINATION</b>   |                  | <b>PA</b>                     | <b>OAT</b>    |
| 3 <b>HELICOPTER EQUIPPED WEIGHT</b>  |                  |                               |               |
| 4 <b>FLIGHT CREW WEIGHT</b>  |                  |                               |               |
| 5 <b>FUEL WT</b> ( _____ gallons X _____ lb per gal)   |                  |                               |               |
| 6 <b>OPERATING WEIGHT</b> (3 + 4 + 5)  |                  |                               |               |
|  | Non-Jettisonable |                               | Jettisonable  |
|  | <b>HIGE</b>      | <b>HOGE</b>                   | <b>HOGE-J</b> |
| 7a <b>PERFORMANCE REF</b><br>(List page/chart from FM)   |                  |                               |               |
| 7b <b>COMP GROSS WT</b><br>(FM performance section)  |                  |                               |               |
| S. <b>WT REDUCTION</b><br>(Req for all non-jettisonable)   |                  |                               |               |
| S. <b>ADJUSTED WEIGHT</b><br>(7b minus 8)  |                  |                               |               |
| S. <b>GROSS WT LIMIT</b><br>(FM limitations section)   |                  |                               |               |
| S. <b>SELECTED WEIGHT</b><br>(Lowest of 9 or 10)   |                  |                               |               |
| S. <b>OPERATING WEIGHT</b><br>(From line 6)  |                  |                               |               |
| S. <b>ALLOWABLE PAYLOAD</b> (11 minus 12)  |                  |                               |               |
| 14 <b>PASSENGERS/CARGO MANIFEST</b>  |                  |                               |               |
|  |                  |                               |               |
|  |                  |                               |               |
|  |                  |                               |               |
| S. <b>ACTUAL PAYLOAD</b> (Total of all weights listed in Item 14)<br>Line 15 must not exceed line 13 for the intended mission. |                  |                               |               |
| PILOT SIGNATURE  |                  |                               |               |
| MGR SIGNATURE  |                  | Hazmat<br>Yes ____ No ____    |               |

## INTERAGENCY HELICOPTER LOAD CALCULATION INSTRUCTIONS

A load calculation must be completed for all flights. A new calculation is required when operating conditions change ( $\pm 1,000'$  in elevation or  $\pm 5^\circ\text{C}$  in temperature) or when the helicopter operating weight changes (such as changes to the equipped weight, changes in flight crew weight, or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and items 1-13. Helicopter manager completes items 14 and 15.

**1. Departure.** Name of departure location and current pressure altitude (PA, read altimeter when set to 29.92) and outside air temperature (OAT, in Celsius) at departure location.

**2. Destination.** Name of destination location and PA and OAT at destination. If destination conditions are unknown, use MSL elevation from a map and standard lapse rate of  $2^\circ\text{C}/1,000'$  to estimate OAT.

Check the box in line 1 (departure) or line 2 (destination) to indicate the most restrictive values used to obtain computed gross weight in line 7b.

**3. Helicopter equipped weight.** Equipped weight equals the empty weight (as listed in the weight and balance data) plus the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel bracket).

**4. Flight crew weight.** Weight of the pilot and any other assigned flight crewmembers on board (i.e., copilot, flight engineer, navigator) plus the weight of their personal gear.

**5. Fuel weight.** Number of gallons on board **X** the weight per gallon (**jet fuel = 7.0 lb/gal**; AvGas = 6.0 lb/gal).

**6. Operating weight.** Add items 3, 4 and 5.

**7a. Performance references.** List the specific flight manual supplement and **hover performance** charts used to derive computed gross weight for line 7b. Separate charts may be required to derive HIGE, HOGE, and HOGE-J. **HIGE:** Use hover-in-ground-effect, external/cargo hook chart (if available). **HOGE and HOGE-J:** Use hover-out-ground-effect charts for all HOGE operations.

**7b. Computed gross weight** Compute gross weights for HIGE, HOGE, and HOGE-J from appropriate flight manual **hover performance** charts using the pressure

altitude (PA) and temperature (OAT) from the most restrictive location, either departure or destination. Check the box in line 1 (departure) or line 2 (destination) to indicate which values were used to obtain computed gross weight.

**8. Weight reduction.** The Government weight reduction is required for all “non-jettisonable” loads. The weight reduction is optional (mutual agreement between pilot and helicopter manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate weight reduction value, for make and model, can be found in the current helicopter procurement document (contract).

**9. Adjusted weight.** Line 7b minus line 8.

**10. Gross weight limitation.** Enter applicable gross weight limit from **limitations** section of the basic flight manual or the appropriate flight manual supplement. This may be maximum gross weight limit for takeoff and landing, a weight/altitude/temperature (WAT) limitation or a maximum gross weight limit for external load (jettisonable). Limitations may vary for HIGE, HOGE, and HOGE-J.

**11. Selected weight.** The lowest weight, either line 9 or 10, will be entered for all loads. Applicable limitations in the flight manual must not be exceeded.

**12. Operating weight.** Use the value entered in line 6.

**13. Allowable payload.** Line 11 minus line 12. The maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable payload may differ for HIGE, HOGE, and HOGE-J.

**14. Passengers and/or cargo.** Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.

**15. Actual payload.** Total of all weights listed in item 14. Actual payload must not exceed allowable payload for the intended mission profile; i.e., HIGE, HOGE, or HOGE-J.

**Both pilot and helicopter manager must review and sign the form.** Check if hazmat is being transported. Manager must inform the pilot of type, quantity, and location of hazmat on board.

## EXHIBIT B2 HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART

|                   |                        | Fuel Consumption   | Load Calculation           |
|-------------------|------------------------|--------------------|----------------------------|
|                   |                        | <u>Gallon/Hour</u> | <u>Weight Reduction-Lb</u> |
| <b>EUROCOPTER</b> | AS-330J                | 179                | NOT ESTABLISHED            |
|                   | AS-332L-1              | 160                | NOT ESTABLISHED            |
|                   | AS-350B                | 45                 | 130                        |
|                   | AS-350B-1              | 46                 | 160                        |
|                   | AS-350B-2              | 48                 | 160                        |
|                   | AS-350B-3              | 50                 | 175                        |
|                   | AS-350D                | 38                 | 130                        |
|                   | AS-355F-1              | 58                 | 140                        |
|                   | AS-355F-2              | 58                 | 140                        |
|                   | AS-365N-1              | 87                 | 275                        |
|                   | BK-117                 | 77                 | 160                        |
|                   | BO-105CBS              | 55                 | 180                        |
|                   | SA-315B                | 58                 | 180                        |
|                   | SA-316B                | 58                 | 170                        |
|                   | SA-318C                | 56                 | 80                         |
|                   | SA-319B                | 55                 | NOT ESTABLISHED            |
|                   | SA-341G                | 56                 | 170                        |
|                   | EC-135                 | 64                 | 220                        |
| <b>BELL</b>       | 47                     | 17A                | 90                         |
|                   | 47/SOLOY               | 23                 | 120                        |
|                   | 204B (UH-1 SERIES)     | 88                 | 200                        |
|                   | 205A-1                 | 89                 | 260                        |
|                   | 206B-II                | 25                 | 100                        |
|                   | 206B-III               | 27                 | 130                        |
|                   | 206L-1                 | 32                 | 150                        |
|                   | 206L-3 (Incl L-1 C30P) | 38                 | 180                        |
|                   | 206L-4                 | 38                 | 180                        |
|                   | 212                    | 100                | 390                        |
|                   | 214B                   | 160                | 380                        |
|                   | 214ST                  | 133                | NOT ESTABLISHED            |
|                   | 222A                   | 70                 | NOT ESTABLISHED            |
|                   | 222B                   | 83                 | NOT ESTABLISHED            |
|                   | 222UT                  | 83                 | NOT ESTABLISHED            |
|                   | 407                    | 45                 | 155                        |
|                   | 412                    | 110                | 390                        |
|                   | 412HP                  | 110                | 390                        |
| <b>MD</b>         | 500C                   | 23                 | 110                        |
|                   | 500D/E                 | 28                 | 120                        |
|                   | 520N                   | 32                 | 100                        |
|                   | 530F                   | 34                 | 120                        |
|                   | 600N                   | 41                 | 155                        |
|                   | 900/902                | 69                 | 210                        |
| <b>HILLER</b>     | SL-3/4                 | 21A                | 90                         |
|                   | UH-12                  | 17A                | 90                         |
|                   | 1100B                  | 22                 | 130                        |
|                   | UH-12/SOLOY            | 23                 | 100                        |
| <b>SIKORSKY</b>   | S-55T                  | 47                 | 170                        |
|                   | S-58D/E                | 83A                | OGE 000 IGE 400            |
|                   | S-58T/PT6T-3           | 115                | OGE 000 IGE 400            |
|                   | S-58T/PT6T-6           | 115                | OGE 000 IGE 600            |
|                   | S-62A                  | 70                 | 300                        |
|                   | S-70                   | 160                | N/A                        |

“A” after the gallons indicates Avgas; all others are turbine.

12/01



**EXHIBIT B3**  
**PILOT QUALIFICATIONS**

**PILOT GENERAL QUALIFICATIONS**

|          |  |
|----------|--|
| <b>A</b> | FAA commercial pilot certificate with a rotorcraft-helicopter rating   |
| <b>B</b> | Current second class medical certificate issued under provisions of 14 CFR Part 67   |
| <b>C</b> | Evidence of satisfactorily passing an FAA currency flight check in accordance with provisions of 14 CFR Part 135, in the make and model offered for this contract, within the previous 12-month period   |
| <b>D</b> | Proficiency in the use all equipment specifically identified in the Equipment and Avionics Exhibits B4 and B5 for performance of contract work (e.g., GPS, FM radio, etc.) and may be required to demonstrate that proficiency during an agency evaluation flight                            |
| <b>E</b> | Each pilot shall, at the discretion of the COTR, pass an agency flight evaluation in make and model of aircraft to be flown on this contract. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract |
| <b>F</b> | Pilots shall have the minimum and special pilot-in-command (PIC) flight time experience, certifications, knowledge, skills and abilities as shown below. All pilot flight hours shall be verifiable from a certified pilot log   |

**PILOT MINIMUM FLIGHT TIME EXPERIENCE**

|          |                    |   |
|----------|--------------------|---|
| <b>G</b> | <b>1,500 hours</b> | in helicopters  |
| <b>H</b> | <b>100 hours</b>   | in helicopters in the last 12 months  |
| <b>I</b> | <b>100 hours</b>   | in the weight class of the helicopter offered. Defined as: "small" - up to an approved gross weight of 7,000 pounds; "medium" - above 7,000 pounds up to 12,500 pounds; "large" - above 12,500 pounds   |
| <b>J</b> | <b>100 hours</b>   | in turbine engine helicopters if the helicopter to be flown is turbine powered  |
| <b>K</b> | <b>200 hours</b>   | in piston engine helicopters if the helicopter to be flown is piston powered  |
| <b>L</b> | <b>50 hours</b>    | in the make and model of the helicopter offered. Pilot flight hour requirements in make and model may be reduced by 50 percent if the pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in make, model, and series of the helicopter used on this contract. (See attachment)   |
| <b>M</b> | <b>10 hours</b>    | in make, model, and series of helicopter offered in the last 12 months. (See Exhibit B7)  |
| <b>N</b> | <b>10 hours</b>    | in any helicopter in the last 60 days   |
| <b>O</b> | <b>10 hours</b>    | in typical terrain in the make and model helicopter offered. Defined as "terrain" where the aircraft will operate during the contract period that has the same features, to include density altitude and remoteness   |
| <b>P</b> | <b>200 hours</b>   | total mountain flying. Defined as experience in maneuvering a helicopter at pressure altitudes of <u>over</u> 7,000 feet to include numerous takeoff and landings in situations indicative to difficult mountainous terrain. This terrain consists of abrupt, rapidly rising terrain resulting in a high land mass projecting above its surroundings, wherein complex structures in which folding, faulting, and igneous activity have taken part. These mountainous areas produce vertical mountain winds, turbulence associated with mountain waves, producing abrupt changes in wind direction often resulting in up flowing or down flowing air currents. |

**PILOT SPECIAL FLIGHT TIME EXPERIENCE, CERTIFICATIONS, KNOWLEDGE, SKILLS, AND ABILITIES**

|          |                  |   |
|----------|------------------|---|
| <b>Q</b> | <b>300 hours</b> | in helicopters conducting animal herding, trapping, marking (i.e., paintball, etc.), or capture (i.e., drive netting, darting, net gunning, eradication, etc.) operations. Pilot flight time experience shall include a combination of the above operations where the helicopter was consistently flown and maneuvered close to the ground surface. This experience should include conducting such operations in typical terrain. |
| <b>R</b> | <b>75 hours</b>  | in helicopters while herding wild horses/burros   |
| <b>S</b> | <b>50 hours</b>  | In helicopters within the past 2 years in aerial animal eradication, live capture, darting, herding or tagging/marketing operations in which the helicopter was consistently flown and maneuvered close to the ground surface.  |
| <b>T</b> |                  | Pilots shall provide written evidence of qualification to transport external loads appropriate to the Contractor's 14 CFR Part 133 certification. Pilots will be required to place cargo precisely where requested regardless of the cable length (as specified in Exhibit B4) while operating within the helicopter's capability.  |
| <b>U</b> |                  | Knowledge of habits of horses/burros and how to effectively and efficiently capture them by utilizing a helicopter  |
| <b>V</b> |                  | Ability to safely identify and maintain effective airborne visual contact with the wild horse/burro   |

**EXHIBIT B4**  
**AIRCRAFT EQUIPMENT REQUIREMENTS**

|          |   |
|----------|---|
| <b>A</b> | A complete set of current aeronautical charts covering area of operations   |
| <b>B</b> | One digital hour meter installed in a location observable by the pilot and front seat observer while seated. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent means, to record flight time only  |
| <b>C</b> | Free air temperature gauge  |
| <b>D</b> | One set of individual lap belts for each occupant   |
| <b>E</b> | Shoulder Harnesses<br>(a) Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts shall fasten with one single point metal-to-metal, quick release mechanism. Heavy-duty (military style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable in transport category helicopters.<br>(b) A single or double strap shoulder harness with automatic or manual locking inertia reel will be required for each rear seat occupant. Shoulder straps and lap belts shall fasten with one single point metal-to-metal, quick release mechanism.  |
| <b>F</b> | Fire extinguisher(s), as required by 14 CFR Part 135, shall be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher shall be maintained in accordance with <i>NFPA Manual 10, Standards for Portable Fire Extinguishers</i> or the Contractor's 135 operations manual   |
| <b>G</b> | Dual controls are required for initial pilot performance evaluation   |
| <b>H</b> | Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights   |
| <b>I</b> | A strobe light, with either a white, or ½ white and ½ red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anticollision light to be aviation red, then a white strobe light with an independent activating switch shall be provided in addition to the red strobe   |
| <b>J</b> | High visibility markings on main rotor blades as specified in Exhibit B8.   |
| <b>K</b> | High skid-type landing gear, if manufactured for make and model   |
| <b>L</b> | Aircraft with a floor height greater than 18 inches shall have personnel access steps to ensure safe entrance and exit from each door.  |
| <b>M</b> | <p>Cargo compartment, internal or external as specified below:</p> <p><b>If Internal:</b> 15-cubic-foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the cabin.</p> <p><b>If External:</b></p> <p><u>Cargo Rack.</u> A side mounted external rack attached to the aircraft. The racks shall have at a minimum a horizontal surface of approximately 48 by 15 inches, with a depth of 2.5 inches. Cargo carried in the rack is secured with tie-down net, straps or bungees. Examples: Alaskan Skycraft-style transporters and Garlick cargo racks.</p> <p><b>OR</b></p> <p><u>Cargo Pod.</u> An externally side mounted Pod of either fiberglass or Kevlar construction that secures the cargo with a locking lid and is weatherproof. Examples: Heli-Composites Canada Star pod and DART Heli-Utility-Pod™.</p> <p><b>OR</b></p> <p><u>Cargo Basket.</u> An externally side mounted basket constructed with tubular frame and expanded metal and incorporating a locking lid or tie-down net, straps or bungees to secure cargo. Examples: Dart Heli-Utility-Basket™ and Aeronautical Accessories utility cargo basket.</p> <p>Note(1): All internal or external cargo rack, pod, or basket construction methods will be as prescribed by Advisory Circular 43.13-1B and 43.13-2A or other FAA approval.</p> <p>Note(2): Cargo racks, baskets, or pods may be removed for darting and paintball operations.</p> |
| <b>N</b> | Aircraft manufactured with a parcel/storage area behind the rear passenger seats shall be equipped with a cargo restraint system for that area  |
| <b>O</b> | Engine intake filtering device or particle separator, capable of filtering sand and dust particles (if manufactured for make and model [continued next page])   |

**SECTION B**  
**TECHNICAL REQUIREMENTS**

|          |  |
|----------|--|
| <b>P</b> | Cabin heater and window defogger   |
| <b>Q</b> | A first aid kit containing items specified in Exhibit B9 shall be carried aboard the aircraft on all flights   |
| <b>R</b> | A survival kit containing items specified in the Exhibit B9 shall be carried aboard the aircraft on all flights and shall be included in weight and balance/load calculations  |
| <b>S</b> | A convex mirror for observation of the sling load by the pilot   |
| <b>T</b> | Two cargo nets with a minimum size and capacity of 10 feet by 10 feet and 1,500 pounds   |
| <b>U</b> | Leadline of at least 20 feet long, but not exceeding 50 feet, with swivel attachment rated at 1,500 pounds minimum   |
| <b>V</b> | One cargo hook that may be loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft. The cargo hook and associated systems shall be completely disassembled, inspected, lubricated, if required, and subjected to an operations check in all operating modes at 2-year intervals. The inspection and maintenance shall be accomplished in accordance with the manufacturer's operating and maintenance instructions as supplemented by this requirement. |

**EXHIBIT B5**  
**AVIONICS REQUIREMENTS**

|                |  |
|----------------|--|
| <b>A.</b>      | <b>General</b>   |
| <b>A1.</b>     | The following systems shall be furnished, installed and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of part F of this Exhibit. Detailed avionics systems performance requirements are listed in <i>Avionics Operational Test Standards</i> (copies available upon request from DOI AM Avionics, or at < <a href="http://www.oas.gov/library/handbooks/aots.pdf">http://www.oas.gov/library/handbooks/aots.pdf</a> >).   |
| <b>B.</b>      | <b>Communications Systems</b>  |
| <b>B1.</b>     | One automatic-portable/automatic-fixed or automatic-fixed ELT, certified to either TSO-C91a or TSO0C126, utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location.  |
| <b>B2.</b>     | One panel-mounted VHF-AM (VHF-1) aeronautical transceiver, with a minimum of 760 channels covering the frequency range of 118.000 to 136.975 MHz, with channels selectable in no greater than 2.5 kHz increments, and a minimum of 5 watts carrier output power, shall be installed in the aircraft. The transceiver's operational controls shall be mounted in a location which is readily visible and accessible to the pilot and copilot/observer.  |
| <b>B3.</b>     | One VHF-FM "multi-mode" aeronautical transceiver (FM-1), which provides selection of either narrowband (12.5 kHz) or wide-band (25.0 kHz) channel spacing operation on each channel.   |
| <b>B3.1.</b>   | The transceiver shall meet the following specifications and criteria:  |
| <b>B3.1.1.</b> | The transceiver's operational frequency range shall include the band of 150 to 174 MHz. The operator shall be able to program any usable channels within that band while in flight.  |
| <b>B3.1.2.</b> | Carrier output power shall be 5 to 10 watts nominal value. The transceiver shall be capable of displaying receiver and transmitter operating frequency, and shall provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN (150-174 MHz) and GUARD (168.625 MHz) receivers is required. Scanning of the GUARD frequency is not acceptable.   |
| <b>B3.1.3.</b> | One CTCSS sub-audible tone encoder (which may be an integral part of the transceiver), with a minimum of 32 selectable tones meeting TIA/EIA-603 standards, shall be interfaced to the above transceiver. It is desired that the encoder provide a display of the selected tone.   |
| <b>B3.1.4.</b> | The encoder/transceiver system shall be capable of encoding a 110.9 Hz tone on all GUARD (168.625 MHz) transmissions.  |
| <b>B3.1.5.</b> | The following models of VHF-FM aeronautical transceivers are known to meet the above requirements:<br>BK Radio KFM-985(newer wide/narrow band models) Eureka Radio ERS-96000NB w/external tone encoder<br>NAT(Northern Airborne Technology) NPX-138N-050<br>NAT(Northern Airborne Technology) NPX-138N-070 NAT(Northern Airborne Technology) NTX-138-050<br>Technisonics TFM-138 (serial number 1540 and up)<br>Technisonics TFM-138B/C/D (all)<br>Technisonics TDFM-136 – (P-25 digital)(all)<br>Wulfsberg RT-5000/C-5000 with Guard option<br>Wulfsberg RT-9600N w/C-962A control head             |
| <b>B3.1.6.</b> | Any digital aeronautical, mobile, or portable VHF-FM radios furnished to meet the requirements of this document shall also be APCO Project 25 (EIA/TIA-102) compliant.   |
| <b>C.</b>      | <b>Navigational systems</b>  |
| <b>C1.</b>     | One Global Positioning System (GPS) shall be securely mounted in the aircraft. The GPS shall utilize the WGS-84 datum, reference latitude and longitude coordinates in the DM (degrees/minutes/ decimal minutes) mode for aircraft positioning, utilize an approved, fixed, external aircraft antenna, and be powered by the aircraft electrical system. In "bubble-canopy" aircraft however, a GPS antenna may be mounted inside the "bubble", provided the installation provides proper operation and does not interfere with the operation of other systems, occupant comfort, or outward vision. |
| <b>D.</b>      | <b>Audio Systems</b>   |
| <b>D1.</b>     | An audio control system shall be provided for the pilot and observer/copilot. The system shall provide pilot and observer/copilot with controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios and PA systems. The system shall also provide pilot and observer/copilot with separate controls for adjustment of both ICS and receiver audio output levels.<br><i>[continued next page]</i>  |

**SECTION B**  
**TECHNICAL REQUIREMENTS**

|              |   |
|--------------|---|
| <b>D1.1.</b> | Transmitter selection and operation. A transmitter selection controls shall be provided for the microphone/PTT inputs of pilot and observer/copilot. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone audio shall be provided for the user.  |
| <b>D1.2.</b> | Receiver selection and operation. Separate controls shall be provided for selection of audio from one or any combination of available receivers. The passenger positions shall monitor the receiver(s) as selected by the pilot or observer/copilot. The receiver audio output shall be free of excessive distortion, hum, noise, and crosstalk, and shall be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.  |
| <b>D1.3.</b> | The controls of the audio system must be located and arranged so that both the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.   |
| <b>D2.</b>   | An Intercommunications System (ICS) shall be provided for the pilot, observer/copilot, and all other passenger positions. ICS audio shall mix with, but not mute, selected receiver audio. An ICS audio level control shall be provided for each position above. Adjustment of the ICS audio level at any position shall not affect the level at any other position. A "Hot Mic" capability (voice activation [VOX] IS NOT acceptable), shall be provided for the pilot and observer/copilot. ICS sidetone audio shall be provided for the earphones corresponding with the microphone in use. The ICS audio output shall be free of excessive distortion, hum, noise, and crosstalk, and shall be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment. |
| <b>D3.</b>   | Earphones, microphones, PTTs, and jacks:  |
| <b>D3.1.</b> | The system shall be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type model 5060-2, military dynamic type M-87/AIC with type CE-100 TR preamplifier, or equivalent) with U-174/U (single/male) type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.   |
| <b>D3.2.</b> | All earphone/microphone jacks in the aircraft (except the pilot's) shall be U-92A/U (single/female) type, which will accept U-174/U type plugs.   |
| <b>D3.3.</b> | Separate PTT switches shall be provided for radio transmitter and ICS microphone operation at the pilot, observer/copilot. The pilot's PTT switches shall be mounted on the cyclic control. The observer/copilot's and aft exit passengers' PTT switches shall be mounted on the cord to the earphone/microphone connector. In lieu of the observer/copilot's cord-mounted PTT switches, a footswitch-operated PTT system may be utilized. ICS PTT switches for the other required positions shall be mounted on the cord to the earphone/ microphone connector.  |
| <b>E.</b>    | <b>Other Avionics</b>   |
| <b>E1.</b>   | One external public address/siren system (PA) capable of developing 75 watts RMS voice power with less than 10 percent distortion. The speaker shall be mounted pointing to the side and 45 degrees down from the horizontal plane of the aircraft. The system shall be connected through the aircraft audio control system in such a manner as to utilize the same microphones and PTT switches as those employed in radio transmit operation. PA/siren systems which utilize their own, separate microphone are not acceptable.   |
| <b>F.</b>    | <b>Avionics Installation and Maintenance Standards</b>  |
| <b>F1.</b>   | All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all manufacturer's specifications and applicable Federal Aviation Regulations contained within 14 CFR regardless of any exclusions for public aircraft allowed in 14 CFR.  |
| <b>F2.</b>   | Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems," as well as AC 43.13-2A Chapter 1, "Structural Data," Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation," is required.  |
| <b>F3.</b>   | All avionics systems requiring an antenna shall be installed with a properly matched, aircraft-certified antenna unless otherwise specified. Antennas shall be polarized as required by the avionics system, and have a VSWR of 2.5 to 1 or better.   |
| <b>F4.</b>   | Avionics equipment mounting location and installation shall not interfere with passenger safety, space, and comfort. Avionics equipment will not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.   |
| <b>F5.</b>   | The aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system shall be maintained in accordance with the requirements of 14 CFR Part 91.411.   |

**EXHIBIT B6**  
**FUEL SERVICING VEHICLE REQUIREMENTS**

|            |  |
|------------|--|
| <b>A.</b>  | <b>General</b>   |
| <b>A1.</b> | Contractor fuel servicing vehicles must meet all requirements of 49 CFR applicable to the type of fuel being transported. NOTE: 49 CFR Part 171.11 pertains to persons under contract to the Federal Government.   |
| <b>A2.</b> | One fuel servicing truck capable of transporting fuel over rough mountain roads shall be available and used to support the helicopter when it is dispatched for services under this contract. The fuel servicing truck shall have a minimum of one useable spare tire mounted on a wheel with the fuel truck at all times.   |
| <b>A3.</b> | The fuel servicing vehicle tank shall have a capacity of a minimum of 8 hours of useable fuel for the make and model helicopter operating on the contract based on the Helicopter Fuel Consumption and Weight Reduction Chart in the attachments. The fuel servicing vehicle shall be capable of carrying all equipment and accessories (i.e. long lines, remote hook, cargo nets, Contractor crews overnight gear and other items) required to support a lengthy assignment. The fuel servicing vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories shall not be exceeded. |
| <b>A4.</b> | Fuel servicing vehicles shall be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment shall be free of rust, scale, dirt, and other contaminants. All leaks shall be repaired immediately.   |
| <b>A5.</b> | All tanks will be securely fastened to the vehicle bed and shall have a sump or sediment settling area.  |
| <b>A6.</b> | A 10-gallon per minute flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable. Filter and pump sizes shall be compatible with the helicopter being serviced.  |
| <b>A7</b>  | Gasoline engine driven pumps shall have a shielded ignition system and an approved spark arrestor muffler. All refueling pumps regardless of power source shall be listed for use with petroleum products (UL, FM, etc.)   |
| <b>B.</b>  | <b>Fuel Servicing Vehicle: Equipment</b>   |
| <b>B1.</b> | Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of at least 20-B:C with one extinguisher mounted on each side of the vehicle. Extinguishers shall comply with <i>NFPA Manual 10: Standards for Portable Fire Extinguishers</i> .   |
| <b>B2.</b> | Tanks erected for aboveground storage, and tanks mounted on vehicles shall be designed to allow contaminants to be removed from the sediment settling area.  |
| <b>B3.</b> | Only hoses compatible with the aviation fuel being serviced will be used. Hoses shall be kept in good repair and stored on a mechanized reel on the fuel servicing vehicle.  |
| <b>B4.</b> | The fuel nozzle shall include a 100 mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. Except for Wiggins closed circuit systems, no nozzle hold-open devices will be permitted.   |
| <b>B5.</b> | An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped shall be provided. The meter shall be positioned in full view of the fuel handler while fueling the helicopter.   |
| <b>B6.</b> | Fuel servicing vehicles shall have adequate bonding cables which shall be utilized in accordance with <i>NFPA Manual 407</i> .   |
| <b>B7.</b> | Fuel servicing vehicles shall carry sufficient petroleum product absorbent pads or materials to absorb or contain a five-gallon petroleum spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA (40 CFR Parts 261 and 262).   |
| <b>C.</b>  | <b>Fuel Servicing Vehicle: Filtering System</b>  |
| <b>C1.</b> | The fuel filtration system shall be designed to withstand fuel system pressures and flow rates.  |
| <b>C2.</b> | The filter manufacturer's Operating, Installation, and Service Manual shall be carried in the fuel servicing vehicle and followed.   |
| <b>C3.</b> | Filtration must meet one of the following qualifications: Institute of Petroleum (IP), API 1581, or MIL-F-8901E. Some examples of IP qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK.   |
| <b>C4.</b> | The filter vessel shall be placarded indicating the filter change date. Spare filters shall be available to allow periodic and emergency filter changes.   |
| <b>C5.</b> | Fuel transfer systems must have a pressure gauge installed upstream of the filter vessel.  |
| <b>C6.</b> | Differential pressure gauges shall be installed on refueling systems if required by the filter manufacturer or in systems with operating pressures of 25 psi and above.  |
| <b>C7.</b> | The filter assembly shall be mounted to allow room for draining and pressure flushing of the unit. If installed, water sight gauge balls shall be visible.<br>[continued next page]  |

**SECTION B**  
**TECHNICAL REQUIREMENTS**

|             |   |
|-------------|---|
|             |   |
| <b>C8.</b>  | Three-Stage (filter, water separator, monitor) Systems (API 1581 or Mil-F-8901E qualified). Fueling systems shall utilize a three-stage system such as a Facet part number 050970 M2 for a 20-gallon-per-minute pump, or equal. A Facet Part Number 050971-M2 for a 10-gallon-per-minute pump, or equal. An acceptable third stage (monitor) unit is Velcon CDF 220K for 20-gpm flow or Velcon-CDF 210K for 10-gpm systems. |
| <b>C9.</b>  | Single-Stage System or Three-In-One Filter Canister Systems (IP qualified) shall utilize a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with pump's flow rate.<br><br><u>Examples:</u> Velcon VF-61 canister with an ACO-51201K cartridge for 50- to 60-gpm flow rate or ACO-40501SPK for 10- to 15-gpm flow rate.  |
| <b>C10.</b> | At least one spare filter, seals, and other spare components of the fuel servicing vehicle filtering system shall be stored in a clean, dry area in the fuel servicing vehicle.   |
| <b>D.</b>   | <b>Fuel Servicing Vehicle: Markings</b>   |
| <b>D1.</b>  | Each fuel servicing vehicle shall have "NO SMOKING" signs with 3-inch minimum letters visible from both sides and rear of vehicle.  |
| <b>D2.</b>  | Each fuel servicing vehicle shall also be conspicuously and legibly marked to indicate the nature of the fuel. The markings shall be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color such as Avgas by grade or jet fuel by type.<br><br><b>EXAMPLES:</b> Jet-A white on black background or Avgas 100 white on green background.                                 |

**EXHIBIT B7**  
**HELICOPTER LIKE MAKES AND MODELS**

| <i>Make</i> | <i>Model</i>             |
|-------------|--------------------------|
| Bell        | 47 series (all Recips)   |
| Bell        | 47 series Soloy          |
| Bell        | 206A, 206B, series       |
| Bell        | 206L series              |
| Bell        | 212, 412,                |
| MD          | 369 (500) series         |
| MD          | 520N, 600                |
| MD          | MD-900, 902              |
| Enstrom     | 28, 280 series           |
| Eurocopter  | SA 315, SA 316, SA 319   |
| Eurocopter  | AS 350/355 series        |
| Hiller      | 12 series (Recips)       |
| Hiller      | 12 series (Soloy)        |
| Schweizer   | 269, 300 series (Recips) |

This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competency.

Similar military aircraft are not acceptable for grouping.

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training must be completed for each of the makes/models in a grouping. Make/model qualification and currency are met with time flown in any aircraft in grouping.



**EXHIBIT B8**  
**ACCEPTABLE PAINT SCHEMES**

1. Starting at the blade tip, paint the first 1/6 of the blade length with gloss white. Paint the second 1/6 of the blade length with yellow or orange. Paint the third 1/6 of the blade length with gloss white. Paint the next 1/3 of the blade length with yellow or orange. Paint the remaining 1/6 of the blade length with gloss white.

|            |            |            |            |            |            |            |            |            |            |            |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>W</b>   | <b>Y</b>   | <b>W</b>   | <b>Y</b>   | <b>W</b>   | <b>HUB</b> | <b>W</b>   | <b>Y</b>   | <b>W</b>   | <b>Y</b>   | <b>W</b>   |
| <b>1/6</b> | <b>1/6</b> | <b>1/6</b> | <b>1/3</b> | <b>1/6</b> |            | <b>1/6</b> | <b>1/3</b> | <b>1/6</b> | <b>1/6</b> | <b>1/6</b> |

2. One black and one white blade (two-bladed rotor systems).
3. Paint schemes previously approved under a U.S. Forest Service or DOI Aviation Management contract.
4. High visibility paint schemes and color variations specified by manufacturer in a service bulletin, instruction, or other manufacturer-published document or text.

### **EXHIBIT B9** **FIRST AID AND SURVIVAL KITS**

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are required for flight activities conducted in Canada and Alaska.

| <b>Minimum First Aid Kit Items</b>                              |                        |                          |
|---|------------------------|--------------------------|
| Each kit must be in a dust-proof and moisture-proof container.  |                        |                          |
| The kit must be readily accessible to the pilot and passengers. |                        |                          |
| Item  | Passenger Seats<br>0-9 | Passenger Seats<br>10-50 |
| Adhesive bandage strips, (3 inches long)                        | 8                      | 16                       |
| Antiseptic or alcohol wipes (packets)                           | 10                     | 20                       |
| Bandage compresses, 4 inches                                    | 2                      | 4                        |
| Triangular bandage, 40 inches (sling)                           | 2                      | 4                        |
| Roller bandage, 4 inches x 5 yards (gauze)                      | 2                      | 4                        |
| Adhesive tape, 1 inch x 5 yards (standard roll)                 | 1                      | 2                        |
| Bandage scissors  | 1                      | 1                        |
| Body fluids barrier kit:  | 1                      | 1                        |
| 2 pair latex gloves   |                        |                          |
| 1 face shield   |                        |                          |
| 1 mouth-to-mouth barrier  |                        |                          |
| 1 protective gown   |                        |                          |
| 2 antiseptic towelettes   |                        |                          |
| 1 biohazard disposable bag                                      |                        |                          |
| <b>NOTE:</b> Splints are recommended if space permits.          |                        |                          |

| <b>Minimum Aircraft Survival Kit Items</b>  |
|---|
| Knife   |
| Signal mirror   |
| Signal flares (six each)  |
| Matches (two small boxes in waterproof containers)  |
| Space blanket (one per occupant)  |
| Water (one quart per occupant: not required when operating over areas with adequate drinking water) |
| Food (two days' emergency rations per occupant)   |
| Candles   |
| Water purification tablets  |
| Collapsible water bag   |
| Whistle   |
| Magnesium fire starter  |
| Nylon rope or parachute cord (50 feet)  |

**C1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEPT 2053) [TAILORED SEPT 2005]**

**(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall

promptly give written notice to the CO of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* --

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(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or

fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual

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basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

**C2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (SEPT 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to

implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JULY 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (MAR 1999) of 52.219-5.

☐ (iii) Alternate II (JUNE 2003) of 52.219-5.

☒ (5) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JULY 2005)(15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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☐ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).

☒ (14) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

☐ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2004)(E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (17) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).

☐ (21)(i) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)(E.O. 13201).

☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (23) 52.225-1, Buy American Act-Supplies (JUNE 2003)(41 U.S.C. 10a - 10d).

☐ (24)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (JAN 2005) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (25) 52.225-5, Trade Agreements (JAN 2005)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (26) 52.225-13, Restriction on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000)(E.O. 12849).

☒ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000)(E.O. 12849).

☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

☒ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

☐ (33) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005)(41 U.S.C. 351, *et seq.*).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under

this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those listed in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employees Rights Concerning the Payment of Union Dues or Fees (DEC 2004)(E.O. 13201);

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a

minimal number of additional clauses necessary to satisfy its contractual obligations.

## **SUPPLEMENT TO CONTRACT TERMS AND CONDITIONS**

### **C3. RESERVED**

### **C4. AIRCRAFT INSURANCE**

The Contractor shall maintain as a minimum, aircraft insurance coverage as required by CFR Title 14 Chapter 2, Part 205 during performance under this contract.

### **C5. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

## **C6. AUTHORITY OF GOVERNMENT REPRESENTATIVES**

### **C6.1 Contracting Officer (CO)**

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO** is authorized under any circumstances to:

C6.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

C6.1.2 Obligate, in any way, the payment of money by the Government.

C6.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C6.1.4 Terminate, for any cause, the Contractor's right to proceed.

### **C6.2 Contracting Officer's Technical Representative (COTR)**

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The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTR for this contract is:

Mr. Steve Smith  
OAS West Area Office  
2741 Airport Way  
Boise, Idaho 83705

Phone: 208-334-9310  
Fax: 208-334-9303

The OAS Safety manager is responsible for all matters concerning accident and incident with potential investigations. The Safety manager is:

Mr. Robert Galloway  
OAS Headquarters  
2350 West Robinson Rd.  
Boise, ID

Phone: 208-387-5803  
Fax: 208-387-5730

### **C6.3 Bureau Government Representative**

C6.3.1 The nature of the services expected under this contract(s) will be to support multiple BLM users within the eleven western United States. No CO specific designations will be utilized under the contract(s) awarded.

C6.3.2 The BLM State Aviation Managers (SAM) for each state will act as a central contact point as it relates to projects occurring within their state and area of responsibility. At the time of contract award, a listing of the SAMs with addresses and telephone numbers will be provided to those awarded a contract. The SAMs will:

1. Assist government project and field users as needed in ordering services, identifying areas of concern that should be discussed with the CO and/or COTR.
2. Periodically review that project/field users have ordered services in accordance with the ordering procedures established in the contract.
3. Ensure project/field users provide evaluation feedback to the CO about Contractor performance.

C6.3.3 A bureau representative will be identified at the time a Contractor is selected for a project. This individual will be a contact point concerning the specific project and is authorized to take any or all of the following actions

with respect to administrative functions related to the project.

1. Confirm the project start date/time and the daily schedule.
2. Provide bureau information specific to project to be accomplished.
3. Assure the Contractor performs in accordance with the contract.
4. Assure completion and submission of the OAS-23, Aircraft Use Report.
5. Complete an evaluation on Contractor performance for the project accomplished and return it to the Government contracting office.

### **C7. 52.212-4 (a) INSPECTION/ACCEPTANCE, THE FOLLOWING IS ADDED:**

#### **C7.1 Inspection Process and Scheduling**

C7.1.1 After award of the contract and any renewal thereof, inspection of the Contractor's proposed aircraft, equipment and personnel as specified herein shall be made by the COTR's office to ensure compliance with the contract requirements. Hours for inspection are 0730 to 1630 local time, Monday through Friday (Government holidays excluded) unless otherwise scheduled by the Government. The COTR will attempt to schedule any inspection at a mutually agreeable time and confirm the time and date in writing. The Contractor may request rescheduling of any inspection in writing to the COTR no later than 10 days prior to the date of the scheduled inspection. The COTR will attempt to accommodate the request, when possible.

C7.1.2 The Contractor shall provide information as to the specific aircraft, equipment, and personnel that are proposed for use during each year of the contract when requested by the COTR's office in preparation for any inspection.

C7.1.3 The Government may suspend any inspection and schedule a reinspection for another time/date/site of aircraft/equipment/personnel **which are not completely prepared** for contract performance in the opinion of the government or which have been rejected. The CO may charge the additional cost of reinspection or test as described herein.

C7.1.4 Failure to have aircraft, equipment and personnel approved within 60 days after contract award and to subsequently have at least one aircraft and one pilot approved during the contract period that is not a result of Government delays may result in exclusion from order consideration and/or contract termination for cause.



## **C7.2 Equipment Inspection**

C7.2.1 The equipment inspection (aircraft and fuel vehicle) will be accomplished at no expense to the Contractor (excluding any flight time that is required). The equipment inspection will be conducted at Contractor's facility or other location acceptable to the Government.

C7.2.2 In addition to the static physical inspection of the aircraft, and at the option of the Government, in-flight dynamic testing of aircraft systems may be required. Such in-flight testing, when possible may be conducted in conjunction with a pilot evaluation flight

C7.2.3 **(As applicable)** Fuel servicing vehicle(s), fuel cache(s) and other equipment specified in the contract shall be inspected to assure compliance with contract requirements.

## **C7.3 Personnel Inspection**

C7.3.1 Prior to COTR approval any pilot to be utilized is required to have satisfactorily completed an agency initial flight evaluation and a periodic flight evaluation(s) for the special use flight activities to be conducted. Pilot(s) that have not completed a satisfactory DOI – Aviation Management special use flight evaluation for wildlife capture activities as covered by this contract within the preceding three-year period from the date of contract award contract will be required to do so. When determined necessary by the COTR to further verify any pilot's ability to perform on this contract, a pilot evaluation flight shall be accomplished. Upon request, the COTR's office will provide detailed information concerning the types and frequency of pilot flight evaluations pertinent to this contract. Location of any pilot evaluation flight may include access to terrain similar to that to be flown during the contract period.

C7.3.2 The inspection of all pilot(s) the Contractor intends to use will be accomplished at no expense to the Contractor (excluding any flight time that is required).

C7.3.3 Pilot flight evaluations for wildlife capture (special use flight) activities are accomplished only during actual use with a live animal(s). This pilot evaluation flight inspection will normally be scheduled in conjunction with a BLM using office for accomplishment during the first day of a project before actual work begins.

C7.3.4 Only those pilots whose past experience can be verified from log books, employment records, etc. will be considered for use on this contract and subsequently flight

inspected. The satisfactory completion of any evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

C7.3.5 Pilot evaluation inspections must be accomplished only in the same aircraft make, model, and series as offered for this contract. The aircraft must be equipped with dual controls during any flight evaluation inspection.

C7.3.6 The determination as to the ability of the pilot(s), through an evaluation flight, to successfully meet the requirements of this contract will rest with the Government.

C7.3.7 **(If applicable)** Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and all fueling and safety equipment on the fuel servicing vehicle.

## **C7.4 Substitute Personnel, Aircraft or Equipment Inspection**

C7.4.1 The Contractor may request the use of substitute personnel, aircraft or equipment specified herein that were not initially approved for use under the contract. All substitutes proposed for use shall meet pertinent contract specifications and will be subject to inspections and approvals identified herein prior to use. Requests for substitute inspections shall be submitted in writing to the COTR 7 days prior to the scheduled arrival at the site. Requests received with less than 7 days notice will be accomplished as permitted by the COTR's schedule. After the first 180 calendar days from the contract period start date, the Government will accommodate one additional inspection (aircraft, fuel vehicle, and/or pilots) at no cost to the Contractor. The Government may charge the cost of any other substitute inspections as described below.

C7.4.2 Transportation of substitute personnel, aircraft or equipment to the point of use will be at the Contractor's expense.

## **C7.5 Inspection Documentation**

C7.5.1 All inspections shall be documented on Form OAS-68, Inspection Report. This form documents aircraft, fuel servicing vehicle and pilots that are found to be in compliance with contract requirements and which are approved for use under this contract. Aircraft, fuel servicing vehicles and pilots that are approved for use under the contract will be issued an aircraft data card, an Interagency Data Card - Fuel Service Vehicle sticker, and an interagency pilot qualification card as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle approval/inspection sticker is only an indication that the

vehicle meets the additional equipment requirements as specified in Section B, and in no way indicates that the vehicle is found to meet any requirement of 49 CFR.

C7.5.1.1 The aircraft data card shall be kept with the aircraft and available for inspection by the government at all times during the contract period.

C7.5.1.2 The pilot qualification card shall be in the possession of the pilot and available for inspection by the government at all times during the contract period.

C7.5.1.3 The Interagency Data Card - Fuel Service Vehicle sticker shall be displayed on the fuel servicing vehicle and available for inspection by the government at all times during the contract period.

## **C7.6 Reinspection Expenses**

C7.6.1 The Contractor shall be liable for all Government incurred costs as identified below that are associated with any inspections/reinspection other than the initial inspection(s) as provided above. The Contractor will be advised of any reinspection expenses that may be deducted from payments due the Contractor or billed through other methods.

C7.6.2 Costs may include, but are not limited to, inspector(s) time, transportation, and subsistence computed as follows:

C7.6.2.1 Inspector Time. \$75.00 per hour, per required inspector for all hours including travel time required to reinspect aircraft, personnel or equipment for contract compliance.

C7.6.2.2 Transportation and Subsistence. Actual cost for required inspector(s).

C7.6.2.3 Other actual costs incurred by inspector(s) which are associated with the reinspection.

C7.6.2.4 Government user time associated with any required inspections. Costs will be based upon actual employee time and hourly salary expense incurred by the Government.

## **C8. PERSONNEL CONDUCT**

### **C8.1 Replacement Contractor Personnel**

C8.1.1 Performance of contract services may involve work and/or residence on Federal property (i.e., National Parks, Refuges, Indian Reservations, etc.). Contractor employees are expected to follow the rules of conduct

established by the manager of such facilities that apply to all (both Government or non-Government) personnel working or residing on such facilities. A copy of such rules, if available, can be obtained from the designated bureau user. The Contractor may be required to replace employees who are found to be in noncompliance with Government facility rules of conduct.

C8.1.2 Personnel who perform ineffectively, refuse to cooperate in the fulfillment of the project objectives, are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive or detrimental to the purpose for which contracted, shall be replaced by the Contractor. Pilots who fly recklessly or fail to follow safe operating practices shall be replaced by the Contractor.

C8.1.3 The Contractor shall be notified by the CO of all unsatisfactory conduct or performance, stating the conditions of unsatisfactory or unsafe performance by the Contractor's personnel. An opportunity for corrective action may be afforded, when the conditions warrant. When directed by the CO, the Contractor agrees to replace unacceptable personnel not-later-than 24 hours after such notification, or as otherwise mutually agreed upon. The decision as to unacceptability shall be at the sole discretion of the CO.

### **C8.2 Suspension of Pilot**

C8.2.1 Upon receipt of substantiated written correspondence which indicates a serious safety concern, suspension action of the pilot may be initiated.

C8.2.2 Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot operating under this contract **will** be suspended from performing pilot duties under this contract and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the investigation outcome.

C8.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot operating under this contract **may** be suspended from performing pilot duties under this contract and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the incident investigation outcome.

C8.2.4 When the pilot is suspended, and when requested, the interagency pilot qualification card(s) will be surrendered to the COTR or other authorized agency representative. Pilot suspension will continue until:

C8.2.4.1 The investigation findings and decision indicate no further suspension is required and the interagency pilot qualification card(s) is returned to the pilot; or

C8.2.4.2 Revocation action to cancel the pilot's interagency DOI pilot authorizations is taken by the issuing agency in accordance with agency procedures.

## **C9. SAFETY AND ACCIDENT PREVENTION**

C9.1 The Contractor shall furnish a copy of all reports required to be submitted to the FAA by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations.

C9.1.1 Examples of these reports are paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 8301.15, and FAA Form 8010-4, Malfunction or Defect Report.

C9.2 Following the occurrence of a mishap, the CO will evaluate whether noncompliance or violation of provisions of the contract, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, negligence on the part of the company officers or employees may have caused or contributed to the mishap. The Contractor shall fully cooperate with the CO in the fulfillment of this clause.

C9.3 The Contractor shall keep and maintain programs necessary to ensure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract.

C9.3.1 Examples of such programs are 1) personnel activities, 2) maintenance, 3) safety, and 4) compliance with regulations.

## **C10. MISHAPS**

### **C10.1 Definitions**

As used throughout this contract, the following terms shall have the meanings set forth below.

C10.1.1 The following terms are as defined in 49 CFR Part 830:

**Aircraft Accident**  
**Fatal Injury**  
**Incident.**  
**Operator**  
**Serious Injury**

### **Substantial Damage**

C10.1.2 **Airspace Conflict.** A near mid-air collision, intrusion, or violation of airspace rules.

C10.1.3 **Aviation Hazard.** Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C10.1.4 **Incident with Potential.** An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C10.1.5 **Maintenance Deficiency.** An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C10.1.6 **SafeCom.** An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form OAS-34 or FS 5700-14).

### **C10.2 Mishap Reporting**

The Contractor of an aircraft for the Government shall immediately, and by the most expeditious means available, notify the National Transportation Safety Board (NTSB) and the agency Agency Safety Office (ASO) when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C10.2.1 The ASO shall immediately be notified when an "Incident with Potential" occurs.

C10.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

### **C10.3 Forms Submission**

C10.3.1 Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "Incident," the Contractor will provide the agency ASO with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C10.3.2 The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5 days of an event, to submit to the agency ASO a "SafeCom" to report any

condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.oas.gov> is preferred. Blank SafeComs can be obtained from agency ASOs.

#### **C10.4 Pilot Suspension**

See C8.2 contained herein.

#### **C10.5 Preservation Requirements**

C10.5.1 The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place.

C10.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

#### **C10.6 Mishap Investigations**

The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this contract. Further, the Contractor fully agrees to cooperate with the agency during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the agency.

#### **C10.7 Costs Related to Investigation**

The NTSB or agency will determine their individual agency investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

#### **C10.8 Rescue and Salvage Responsibilities**

The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a Government employee shall be the responsibility of the Contractor.

#### **C11. BILLING OFFICE AND INVOICE SUBMISSION**

C11.1 The contracting office shown on SF 1449 is the designated billing office for submission of invoices unless otherwise directed by the bureau user. If the bureau user directs that invoices be submitted to a local office, that office will become the designated billing office.

C11.2 The Contractor may submit invoices not less frequently than every two weeks beginning from the first day services begin or upon conclusion of a shorter duration project. Services provided shall be shown on a daily basis.

#### **C12. AIRCRAFT USE REPORT**

An Aircraft Use Report, OAS-23 form shall be completed and signed by the Contractor or Contractor's representative and the Government. Instructions for proper completion of the Aircraft Use Report are contained in the OAS-23 booklet. At the election of the Contractor, the completed and signed Aircraft Use Reports may be used as the Contractor's invoice.

#### **C13. FEDERAL AIRPORT AND AIRWAY EXCISE TAXES**

C13.1 (Chapters 31 and 33 of the Internal Revenue Code, 26 U.S.C. 4041, 4261 et seq.) (Contractor Furnished Pilot) Chapters 31 and 33 of the Internal Revenue Code impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds.

C13.2 Fuel Tax. If the fuel tax is applicable and this contract requires Contractor furnished fuel, the Contractor shall be responsible for payment of the fuel tax and shall include such taxes in his bid price.

#### **C14. ECONOMIC PRICE ADJUSTMENT - FUEL**

C14.1 During the contract period, including any renewal, the hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C14.2 The Contractor warrants that the prices set forth in this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C14.3 **Base Price.** The base price (cash price to include all taxes and no additives) is the commercial price for jet fuel or aviation gasoline (whichever is appropriate) for the aircraft offered. The base price for each Contractor will be established at the time of contract award and will be based upon the fuel price information submitted by each Contractor. (SEE D2.3.6).

### **BASE PRICE INFORMATION**

"Base Price" of fuel has been established at a source at or near the Contractor's operating location as identified by the Contractor. (See Section A to be completed by the CO at the time of award)

**C14.4 Reference Price.** The reference price is the commercial fuel price in effect at the time of adjustment. The reference price will be obtained from the same source as the base price. The reference price shall become the base price for the subsequent adjustment.

**C14.5 Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Helicopter Fuel Consumption and Weight Reduction Chart exhibit in Section B.

**C14.6** The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies the Contractor in writing that the reference price is more than 10 percent lower than the base price. Adjustments may not be requested and/or made more than once each 60 days. Adjusted flight rate price(s) shall apply to flight time occurring upon the date of receipt by the Government or Contractor of such written notice by the other party.

**C14.7** Fuel price increase will be subject to audit by the Government. Final acceptance by the Government of upward price adjustments will be based upon review and confirmation of on-site fuel price obtained by the Government.

### **C15. ON CALL CONTRACT PERIOD AND RENEWAL**

#### **C15.1 On Call Contract Period**

The on call contract period shall be for the period of time identified in Section A. No use shall occur until the Contractor's equipment and personnel have been inspected and approved as set forth elsewhere in this contract. No adjustment will be made to the start or end date as a result of the actual award date, inspection and approval date(s) and/or work date.

#### **C15.2 Option to Extend the Term of the Contract (52.217-9, Mar 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

#### **C15.3. OPTION TO EXTEND SERVICES (52.217-8, Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration of the contract.

#### **C15.4 Orders for Service**

**C15.4.1 The Government does not guarantee the placement of any orders for use under this contract, and the Contractor is not obligated to accept any orders.**

**C15.4.2** As project needs become known, the Government will place orders for service with the Contractor offering the best value to the Government for aircraft services conforming to the Government's requirements. Bureau representatives will have their bureau's authorization to place orders against the contract. The ordering office will be responsible for conducting, documenting in writing, and maintaining on file, individual project cost comparisons and selection rationale.

**C15.4.2** The Government will utilize a listing of awarded contracts to accomplish the analysis to determine the most advantageous Contractor for accomplishment of the project. Most favorable price (to include mobilization/demobilization costs) will be a substantial factor in determining Contractor selection for the project. When determined and documented to be in the best interest of the Government, the Government reserves the right to select other than the lowest priced Contractor consistent with the provisions contained herein. Other items of consideration may include but are not limited to the following: aircraft best suited for accomplishment of the project, availability of the Contractor for the period of the

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project, familiarity with the work area and/or species of animal, etc.

C15.4.3 After identification of the Contractor determined to represent the most advantageous selection for a project, an order will then be placed with the Contractor offering the best value to the Government for aircraft services conforming to the Government's requirements and as set forth herein.

C15.4.4 Pricing offered under Section A will remain in effect for each year's contract period. No price changes will be made or accepted from the Contractor unless specifically authorized by another contract provision (i.e. Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, Economic Price Adjustment-Fuel, etc.) or as otherwise determined by the CO to be in the Government's best interest. Contracts will not be modified after award with any change that may be perceived to give any one Contractor a competitive advantage over other Contractors. The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO and would apply to all Contractors.

C15.4.5 Cancellations by either party should be documented, briefly explaining the reasons for the cancellation, and included in the Government user's file concerning the project. Because of the sensitive nature of BLM WHB gather missions, the Government reserves the right to cancel projects before the project begins without resulting in any claim from the Contractor.

C15.4.5.1 The Contractor will be entitled to claim actual and reasonable costs associated with a project where cancellation by the Government occurs after services have commenced. Such claims will be coordinated and submitted with the CO.

C15.4.6 Services during a project shall be exclusively in support of the Government project as directed subject to the availability requirements specified herein. Upon completion of the project and release by the Government, the Contractor will return to an on call status.

#### **C15.5 Availability Requirements**

C15.5.1 For projects that are ordered and accepted, the Contractor shall be available and capable of providing service up to 14 hours each day services are scheduled for a project. The total daily use period will be as scheduled by the Government, but may not exceed each individual crew member's daily duty/flight limitations as specified in this contract. Pre and post flight activities shall be accomplished within the pilot's scheduled 14 hour duty day.

Routine maintenance shall be performed before or after the daily scheduled use period.

C15.5.2 The ordered period of service for individual projects shall extend from the time services begin until released by the Government and will include required ferry time to and from the project site.

C15.5.3 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first nine (9) hours of service each day. Extended standby is applicable only to those crew members (pilot and light fuel servicing vehicle driver) required for the project and will not be paid for a training pilot being utilized as provided under B3.1.1.2. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C15.5.4 The Government will schedule daily operations with the pilot.

#### **C15.7 Unavailability and Damages**

C15.7.1 Services will be recorded and considered as unavailable whenever the Contractor fails to comply with the availability requirements specified herein pursuant to the operation schedules agreed upon by the Contractor and Government. Services will continue as unavailable until the failure is corrected and the Contractor has notified the project contact representative that services are once again available.

### **C16. MEASUREMENT AND PAYMENT**

Measurement and payment will be made only when flight services have been ordered, accepted and provided under this contract.

#### **C16.1 Daily Availability**

C16.1.1 Availability of service during the established and agreed upon availability period (not to exceed 14 hours) is not measured or recorded for payment purposes under this contract but is paid indirectly under the flight rate. Availability hours are monitored for the purpose of assuring compliance with crew duty limitations, unavailability reductions, and payment of extended availability if applicable. The flight rate shall include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) necessary to provide continuous service as well as those costs directly attributable to actual flight.

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C16.1.2 Extended standby shall be measured and recorded in hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified under Section B when ordered services are provided in excess of the first nine (9) hours of service each day. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, payment for extended standby will be made only for full hours of service provided.

C16.1.2.1 The minimum truck requirements of this solicitation can be satisfied by use of a light truck driver. Adjustments to the fuel servicing vehicle driver extended standby rate established in Section A will be made only as it relates to the light truck driver employee classification. Changes to other truck driver classifications utilized at the election of the Contractor will not result in adjustments to the extended standby rate.

**C16.2 Guarantee**

C16.2.1 The Government will pay the Contractor a flight guarantee when documented on the invoice for payment and the OAS-23, Aircraft Use Report. Payment will be made, by individual project, for the greater of (1) actual flight time including ferry time to and from the project location, or (2) a total guarantee determined by multiplying the number of days of ordered service by three (3) hours of flight per day. Guarantee will not accrue after the aircraft is released, even though the aircraft may not depart the work site immediately after release.

C16.2.2 The minimum guarantee specified above will apply on days the Contractor is required to remain overnight away from the Contractor's base of operations identified in Section A, or is required to be available for the Government's exclusive use for four (4) or more hours during a day.

C16.2.3 Project services beginning after 1200 hours on the first day and/or services terminating before 1200 hours on the last day will be measured as one-half day for purposes of calculating the guarantee. Project services beginning before 1200 hours on the first day and/or services terminating after 1200 hours on the last day will be measured as one day for purposes of calculating the guarantee. The guarantee will not accrue after the aircraft has been released.

C16.2.4 Whenever service is unavailable, the minimum guarantee as specified above will be reduced by the length of time service is unavailable not to exceed three hours per day. At the Government's option, in lieu of the above reduction, the project period may be extended one additional day with no increase in guarantee for each day

that result in the loss of three (3) or more hours of availability.

C16.2.5 Unflown guaranteed flight hours due should be billed upon conclusion of the project. A line entry should be included on the invoice showing the flight time due with GT used as the pay item code. Payment for the guarantee due will be made at the project flight rate specified in Section A.

C16.2.6 Project cancellations due to Contractor unavailability will result in payment for actual services provided and no minimum guarantees will apply or be paid.

**C16.3 Flight Time**

C16.3.1 Measurement of Flight Time. Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in Section B.

C16.3.2 Payment for Flight Time. Payment will be made at the rates set forth in Section A for all flights ordered by the CO or CO's designated representative and flown by the Contractor.

C16.3.3 Flights Associated with Inspection. Flight time associated with Aviation Management (AM) (agency) inspection(s) shall be at the expense of the Contractor and will not be measured for payment.

C16.3.4 Flights for Contractor's Benefit. Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transportation of Contractor's personnel.

**C16.4 Mobilization/Demobilization**

C16.4.1 Actual ferry flight time and fuel servicing vehicle mileage for individual projects will be paid at the rates specified in Section A.

**C16.5 Additional Pay Items**

Claims for additional pay items addressed herein shall be documented on the invoice for payment and supported by invoice(s) and/or document(s) as required below. Payment will not be made for additional pay items without supporting invoice(s) and/or document(s) when required.

C16.5.1 **Subsistence Allowance.** A subsistence allowance (lodging and meals) may be claimed for each authorized

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crewmember as specified herein, for each overnight, including mandatory days off, when assigned to an alternate base away from the Contractor's operating base/location.

C16.5.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two following methods:

- (i) Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice).
- (ii) Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax shall be submitted with the invoice.

(a) The lodging invoice and invoice for payment shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C16.5.1.2 If the Contractor elects not to utilize Government provided meals and/or lodging, there shall be no payment for meals, lodging or transportation costs incurred by the Contractor for travel to alternate meal or lodging locations.

C16.5.1.3 Unless the Government makes three meals available to the Contractor's employees, the appropriate total rate for meals and incidental expenses will be paid.

C16.5.1.4 No payment will be made for partial meals when the Contractor's crew is directed to operate in the field and returns to the Contractor's operating base in the evening and no overnight occurs.

**STANDARD RATE - \$99.00**

Meals and Incidental Expense: \$39.00

Lodging: \$60.00

**HIGH RATE**

See Internet site <http://policyworks.gov> - select Per Diem Rates

C16.5.2 **Fuel Servicing Vehicle Mileage.** The Contractor will be paid the rate per mile specified in Section A based upon the vehicle's fuel capacity when it is dispatched to provide support to the aircraft away from the Contractor's operating base/location.

Note: The Contractor's invoice for payment and OAS-23 form should specifically note the fuel vehicle's fuel capacity. If not provided, fuel vehicle mileage will be paid at the rate of \$.95 per mile.

C16.5.3 **Fuel Supply Expense.** The Contractor is responsible for the purchase and payment of all fuel required for performance of this contract regardless of the fuel source.

C16.5.4 **Helicopter Trailing.** Applicable to Contractors offering trailing capability. For purposes of determining order placement mobilization/demobilization costs, the Government will consider helicopter trailing, when offered, over flight time, when the Government's project base is over 300 road miles as calculated by an internet road mileage calculator from the Contractor's operating base/location. For projects located under 300 road miles, mobilization/demobilization costs will be computed using helicopter flight time.

C16.5.4.1 The Contractor may ferry the helicopter in lieu of trailing, however, payment for ferry flight time shall not exceed the cost that would have been incurred to trailer the helicopter.

C16.5.4.2 The lump sum amount specified in Section A will be paid each time the Contractor must load & unload the helicopter from the trailer. (Typically trailing would be two (2) – load & unloads for a project with each (load & unload) being paid at the lump sum rate offered.) (i.e. Load helicopter at Contractor's base and remove at Government project site; this is one load & unload and payment would be made for the lump sum amount AND upon conclusion of the project, load helicopter and trailer to Contractor's operating base/location and unload; this is the second load & unload and payment would be made for the lump sum amount.)

C16.5.4.3 Actual trailing mileage will be paid at the trailing mileage rate specified in Section A. The trailing mileage rate is used only when the helicopter is actually trailed and is in lieu of the fuel vehicle mileage rate established for projects.

C16.5.5 **Miscellaneous Expenses.** The Government will pay the Contractor for miscellaneous costs, such as licenses, airport use costs (tie-downs), landing fees, hazmat permits or similar type charges when ordered to operate from an airport other than the Contractor's operating



base/location. Costs when in excess of \$75.00 shall be supported by paid itemized invoice(s).

**C16.5.6 Second Pilot in Training.** When requested by the Contractor and approved by the BLM, the Contractor will be paid the daily rate specified in Section A, Additional Pay Items when the Contractor utilizes a second pilot for training purposes as specified in B3.2. **No other costs such as extended standby and subsistence will be paid for the second pilot.**

**C16.6 Miscellaneous Charges**

Miscellaneous charges for goods or services furnished by the Government, on behalf of the Contractor, will be deducted from amounts due under the contract.

**C17. EXHIBITS – SECTION C**

Exhibit C1, Statement of Equivalent Rates for Federal Hires

Exhibit C2, Wage Determination Information

**EXHIBIT C1**

## STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

### A. EMPLOYEE CLASS

## MONETARY WAGE

Aircraft Pilot, GS-11

\$ 24.22

Fuel Servicing Vehicle Driver  
(Truck Driver, WG-5)

\$

B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.

C. Paid holidays are:

- |    |                                    |     |                  |
|----|------------------------------------|-----|------------------|
| 1. | New Year's Day                     | 6.  | Labor Day        |
| 2. | Martin Luther King, Jr.'s Birthday | 7.  | Columbus Day     |
| 3. | President's Day                    | 8.  | Veterans Day     |
| 4. | Memorial Day                       | 9.  | Thanksgiving Day |
| 5. | Independence Day                   | 10. | Christmas Day    |

D. The amount of paid vacation time allowed is as follows:

1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

**SECTION E**

**OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS**

**EXHIBIT C2**  
**WAGE DETERMINATION INFORMATION**

This solicitation includes Department of Labor (DOL) wage determinations. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determinations listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 19 DATED 07/07/05**

Area: Nationwide  
Occupation: Airplane Pilot Minimum Hourly Wage: \$22.81

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 15 DATED 05/23/05**

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$9.54  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.14  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.14

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- \*Straight truck, under 1 ½ tons, usually 4 wheels
- \*\*Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- \*\*\*Straight truck, over 4 tons, usually 10 wheels

**FRINGE BENEFITS REQUIRED FOR THE OCCUPATIONS SHOWN ABOVE**

\*Health & Welfare: \$2.87 per hour or \$114.80 per week or \$497.47 per month  
\*Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)  
\*Vacation: **WD 1995-0221 Rev. 15** - 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) Contractor wherever employed, and with the predecessor Contractor in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)  
\*Vacation: **WD 1995-022 Rev. 18** - 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) Contractor wherever employed, and with the predecessor Contractor in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.